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Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

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Federal Communications Commission
Office of the Secretary

In the Matter of)
)
CITY OF BOSTON) PS Docket No. 07-69
)
and)
)
SPRINT NEXTEL CORPORATION) Mediation No. TAM-11155
)
Relating to Rebanding Issues in the 800 MHz Band)

To: Chief Administrative Law Judge

**THE CITY OF BOSTON'S FIRST SET OF
INTERROGATORIES TO
SPRINT NEXTEL CORPORATION**

The City of Boston, Massachusetts ("Boston"), by its attorneys and pursuant to Sections 1.311 and 1.325 of the Commission's rules hereby submits its written interrogatories to Sprint Nextel Corporation ("Nextel").

Definitions

The following words and terms, as used in these interrogatories, have the meanings set forth below:

1. The term "Boston" refers to the City of Boston, Massachusetts, and any divisions, departments or affiliated entities thereof, including its agents, employees, and representatives; and any other persons acting on its behalf.
2. The term "Nextel" refers to Nextel Communications, Inc., a wholly-owned subsidiary of Sprint Nextel Corporation, and any divisions, parent companies, subsidiaries or affiliated entities thereof, as well as each and every other legal entity within its control or under common control; any predecessor or successor, as well as any assignors; its partners, officers, directors, agents, employees,

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and representative; and any others persons acting on its behalf.

3. The term "MCM" refers to MCM Technology, and any divisions, parent companies, subsidiaries or affiliated entities thereof, as well as each and every other legal entity within its control or under common control; any predecessor or successor, as well as any assignors; its partners, officers, directors, agents, employees, and representative; and any others persons acting on its behalf.

4. The term "documents" means, without limitation all written or printed material of any kind, including the original and all non-identical copies, whether different from the originals by reasons of any notation made on such copies or otherwise, including, by not limited to correspondence, memoranda, notes, diaries, statistics, letters, telegrams, minutes, agendas, expense accounts, bills or lading, contracts, reports, studies, statements, receipts, returns, summaries, pamphlets, books, inter-office and intra-office communications, notations of any sort or of conversations (including telephone conversations or meetings), bulletins, invoices, work sheets, computer files, or any other documentary materials of any nature whatsoever, and all drafts, alterations, modifications, changes and amendments of any of the foregoing, in the possession, custody, or control of Nextel.

5. The term "identify," when used with reference to documents, means to state the date, author, addressees, type of document (e.g., letter, pleading, etc.), its present or last known locations and its custodian. If any such document was, but is no longer, in Boston's possession or control, state the disposition made of it, the reason for such disposition, and the date thereof. In lieu of completely identifying any such document, it may be made available to Boston. A brief identification of any such document should still be made in answering these interrogatories.

6. The term “identify,” when used in reference to a person or persons, provide the person’s full name, last known business and residence addresses and telephone numbers, last known employer and place of employment, and if a current or former employee, director, officer or independent contractor of Nextel, the person’s position(s) with Nextel and the dates employed in such capacity.

7. “Persons” included natural persons, corporations, partnerships, associations, and other legal entities, and governments or governmental bodies, commissions, boards, agencies or entities.

8. Please deliver your responses to each data request set forth here in writing by electronic mail to:

Robert H. Schwaninger, Jr.
Schwaninger & Associates, P.C.
1331 H Street, N.W., Suite 500
Washington, DC 20005
rschwaninger@sa-lawyers.net

Interrogatories

1. Describe in detail each duty that Nextel deems Boston will have in managing the subject rebanding projects, including the recording and reporting of costs arising out of each management function.

A. For each such duty, describe the means of recording and reporting Boston’s internal time and costs which means Nextel deems appropriate and its reasons for asserting such appropriateness.

2. Identify and describe each offer made to Boston by Nextel to resolve the issue in dispute, including offers made in writing, electronically, verbally, telephonically, or through the Transition Administrator mediator.

A. For each such offer, identify the date that the offer was made and the person who made the offer, including that person's title and contact information, and to whom the offer was made.

B. Admit that Nextel offered Boston twenty dollars (\$20.00) per mobile and portable to be used for recording and reporting functions related to 800 MHz rebanding.

C. Admit that Nextel offered to pay the cost, in whole or in part, of MCM software for Boston rebanding efforts, on the condition that MCM was not identified as a vendor on the Schedule C to be associated with the Frequency Reconfiguration Agreement(s) between Nextel and Boston.

3. Describe the circumstances under which the cost for MCM software would be a reimbursable cost for an incumbent licensee arising out of the licensee's and Nextel's duties created under FCC Docket WT 02-55.

A. Admit that Nextel paid seventy thousand dollars (\$70,000) for software in accord with the RFPF and Planning Funding Agreement entered into between Nextel and the State of Indiana.

B. Admit that Nextel agreed to pay \$57,506.45 to the City of Chicago, which money could be used for the purchase of MCM software in accord with the terms of the relevant Frequency Reconfiguration Agreement.

4. Describe any liability to Boston arising out of its failure to provide sufficient or accurate records to successfully account for its costs of rebanding pursuant to a reconciliation or closing under the proposed Frequency Reconfiguration Agreement.

A. Admit that, pursuant to the FCC's decisions made under WT Docket 02-55, Nextel is responsible for reimbursing Boston for its reasonable costs arising out of its preparation for and participation in reconciliation and closing.

5. Describe any liability to Boston arising out of its failure to provide sufficient or accurate records to successfully account for its costs of rebanding pursuant to an audit by the Transition Administrator.

A. Admit that, pursuant to the FCC's decisions made under WT Docket 02-55, Nextel is responsible for reimbursing Boston for its reasonable costs arising out of its preparation for and participation in an audit by the Transition Administrator.

6. Identify all recording and reporting methodologies employed by Nextel to report its rebanding costs to the Transition Administrator, which costs arose out of Nextel's rebanding of its own radio systems.

A. For each such methodology, provide the cost of licensing any software employed and the date upon which the software was acquired. If Nextel designed the software internally, provide the number of manhours employed by Nextel personnel in designing and/or debugging and beta testing the software.

B. For each such methodology, provide the cost of training Nextel personnel to operate or input data onto any software system and the ongoing cost of supporting or licensing the software paid to the manufacturer and/or designer of the software.

C. For each such methodology, state the event(s) that will cause Nextel's discontinued use or licensing of such software.

D. For each such methodology, state whether the software includes data standardization and/or data rejection capabilities.

7. Identify any software purchased by Nextel, including the identity of the user or users of that software, wherein the cost of such purchase has been credited to Nextel as against any payment due the U.S. Treasury by Nextel pursuant to FCC Docket WT 02-55, excepting that software installed inside radio equipment, e.g. flash kits, or previously described pursuant to Nextel's response to interrogatory number 6 above.

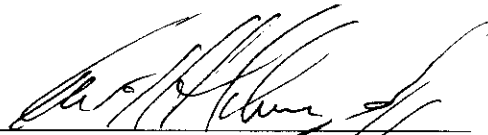
A. For each such purchase, provide the date that the software was purchased and the cost of such software and for what the software is or was used.

B. For each purchased software license, provide the date upon which each license will expire or has expired.

8. Identify each and every public safety radio system rebanded by Nextel's personnel, such that Nextel's personnel were responsible for the hands-on technical or project management or engineering work associated with the rebanding, and which rebanding occurred pursuant to FCC Docket WT 02-55.

9. Describe any duty that Nextel asserts Boston has or had to examine alternative vendors to MCM software to be used pursuant to Boston's rebanding efforts and how that duty was created.

Respectfully submitted,
CITY OF BOSTON, MASSACHUSETTS

By 
Robert H. Schwaninger, Jr.

Dated: September 4, 2006

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CERTIFICATE OF SERVICE

I, Fredrick Logan, hereby certify that on this 4th day of September, 2007, I hand delivered a copy of the foregoing First Set of Interrogatories to Sprint Nextel Corporation to the following persons:

Sprint Nextel
c/o Patrick McFadden, Esq.
Drinker Biddle & Reath, LLP
1500 K Street, N.W.
Suite 1100
Washington, D.C. 20005-1209

Gary Schonman, Special Counsel
Enforcement Bureau, I & H Division
Federal Communications Commission
445 12th Street, S.W., Room 4C237
Washington, D.C. 20554

and by facsimile to

Chief Administrative Law Judge Richard L. Sippel
Office of Administrative Law Judges
Federal Communications Commission
445 12th Street, S.W.
Washington, D.C. 20554
(202) 418-0195


Fredrick Logan